

CONSTITUTION

1. NAME

The name of the **Charity** is
Springfield Community Association (North Tyneside) (*“the Association”*)

2. OBJECTS

To promote the benefit of the inhabitants of Forest Hall and surrounding areas without distinction of age, sex or of political, religious or other opinions by associating statutory authorities, voluntary organisations, local businesses and inhabitants in a common effort to advance education and improve facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants.

To secure and manage a community centre (hereinafter called “the Centre”) and to maintain and manage the same (whether alone or in co-operation with any local authority or other person or body) in furtherance of these objects

3. AREA OF BENEFIT

Forest Hall and the surrounding area.

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information.
- 4.4 To co-operate with other bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds (but not by means of **taxable trading**).
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.8 To acquire or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10 To make grants or loans of money and to give guarantees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Management Committee** consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - (1) the investment policy for the financial expert is recorded **in writing** by the Management Committee;
 - (2) every transaction is reported promptly to the Management Committee;
 - (3) the performance of the investments is reviewed regularly with the Management Committee;

- (4) the Management Committee are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Management Committee on receipt;
 - (7) the financial expert must not do anything outside the powers of the Management Committee.
- 4.14 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.15 Subject to sub-clause 10.3, to employ paid or unpaid agents, staff or advisers.
- 4.16 To enter into contracts to provide services to or on behalf of other bodies.
- 4.17 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.18 To pay the costs of forming the Charity.
- 4.19 To do anything else within the law which promotes or helps to promote the Objects.

5. MEMBERSHIP

- 5.1 **Membership** is open to any individual or organisation living or working within Forest Hall and the surrounding area and interested in promoting the Objects.
- 5.2 The Management Committee may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 5.3 The Management Committee must keep a register of **members**.
- 5.4 A member whose subscription is six months in arrears ceases to be a member but may be reinstated on payment of the amount due.
- 5.5 A member may resign by **written** notice to the Charity.
- 5.6 The Management Committee may by resolution terminate the membership of any member on the ground that in their reasonable opinion the member's continued membership would be harmful to the Charity. The Management Committee may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member puts forward within 14 **clear days** after receiving notice.
- 5.7 Membership of the Charity is not transferable.

6. GENERAL MEETINGS

- 6.1 Members are entitled to attend general meetings of the Charity in person. General meetings are called on at least 21 clear days' written notice to the members specifying the business to be transacted.
- 6.2 A quorum at a general meeting is 7 or more members.
- 6.3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 6.4 Except where otherwise provided by this Constitution, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person.
- 6.5 Except for the chair of the meeting, who has a second or casting vote, every member present in person is entitled to one vote on every issue.

- 6.6 Except at first, an **AGM** must be held in May every year. The first AGM may be held at any time within 18 months after the formation of the Charity.
- 6.7 At an AGM the members will:
- (1) receive the accounts of the Charity for the previous **financial year**;
 - (2) receive the report of the Management Committee on the Charity's activities since the previous AGM;
 - (3) elect Management Committee members to replace those retiring from office;
 - (4) appoint an auditor or **independent examiner** for the Charity where required;
 - (5) confer (if required) on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; this office does not carry any voting rights;
 - (6) discuss and determine any issues of policy or deal with any other business as included in the agenda for the meeting.
- 6.8 Any general meeting which is not an AGM is an Extra General Meeting (**EGM**).
- 6.9 An EGM may be called at any time by the Management Committee and must be called within 14 clear days after a written request to the Management Committee from at least 20 members stating the business to be transacted.
7. **THE MANAGEMENT COMMITTEE**
- 7.1 The Management Committee as **charity trustees** have control of the Charity and its property and funds.
- 7.2 The full number of Management Committee is at least three and not more than twelve individuals, all of whom must be members.
- 7.3 The Management Committee consists of 12 members elected at the AGM; one of whom shall be elected Chair.
- 7.4 A retiring committee member who remains qualified may be re-appointed
- 7.5 Every committee member, after appointment or reappointment, must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may act as a committee member.
- 7.6 A committee member automatically ceases to be a Trustee if he or she:
- (1) is disqualified under the Charities Act from acting as a charity trustee;
 - (2) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (3) is absent without notice from 3 consecutive meetings of the Management Committee and is asked by a majority of the other Management Committee to resign;
 - (4) ceases to be a member of the Charity (but such a person may be reinstated by resolution of all the other members of the Management Committee on resuming membership of the Charity before the next AGM);
 - (5) resigns by written notice to the Management Committee (but only if at least two Management Committee will remain in office) or ceases to be qualified;
 - (6) is removed by a resolution passed by all the other members of the Management Committee after they have invited the views of the committee member concerned and considered the matter in the light of any such views.
- 7.7 A retiring committee member is entitled on written request to an indemnity from the continuing Management Committee at the expense of the Charity in respect of any liabilities properly incurred while he or she held office.
- 7.8 A technical defect in the appointment of a committee member of which the

Management Committee are unaware at the time does not invalidate decisions taken at a meeting.

8. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

- 8.1 The Management Committee must hold at least 10 meetings each year.
- 8.2 A quorum at a meeting of the Management Committee is 5 including at least one officer.
- 8.3 The Chair or (if the Chair is unable or unwilling to do so) some other member of the Management Committee chosen by the Management Committee present presides at each meeting of the Management Committee.
- 8.4 Every issue may be determined by a simple majority of the votes cast at a meeting of the Management Committee but a resolution which is in writing and signed by all the Management Committee is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 8.5 Except for the chair of the meeting, who has a second or casting vote, every committee member has one vote on each issue.
- 8.6 A procedural defect of which the Management Committee are unaware at the time does not invalidate decisions taken at a meeting of the Management Committee.

9. TRUSTEE DECISION-MAKING

The Management Committee as Trustees have the following powers in the administration of the Charity:

- 9.1 To appoint a Chair and other honorary officers from among their number.
- 9.2 To delegate any of their functions to groups consisting of two or more individuals appointed by them (but at least one member of every group must be a committee member) and all proceedings of groups must be reported promptly to the Management Committee.
- 9.3 To co-opt any person to the Management Committee for a specific purpose to hold office until the next A.G.M.
- 9.4 To make standing orders consistent with this Constitution to govern proceedings at general meetings.
- 9.5 To make rules consistent with this Constitution to govern their proceedings and proceedings of committees.
- 9.6 To make regulations consistent with this Constitution to govern the administration of the Charity including the operation of bank accounts and the commitment of funds.
- 9.7 To resolve, or establish procedures to assist the resolution of, disputes within the Charity.
- 9.8 To exercise any powers of the Charity which are not reserved to a general meeting.

10. BENEFITS TO MEMBERS AND MANAGEMENT COMMITTEE

- 10.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members or the Management Committee.
- 10.2 No committee member or **connected person** may receive any payment of money or other **material benefit** (whether direct or indirect) from the Charity except:
 - (1) under clause 10.3 (contractual payments);
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

- (3) interest at a reasonable rate on money lent to the Charity;
 - (4) a reasonable rent or hiring fee for property let or hired to the Charity;
 - (5) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (6) payment to a company in which the Trustee has no more than a 1 per cent shareholding;
 - (7) the benefit of **indemnity insurance**; and
 - (8) in exceptional cases, other payments or material benefits (but only with the prior written approval of the Commission).
- 10.3 A committee member may not be an employee of the Charity, but a committee member or connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit, but only if:
- (1) the goods or services are actually required by the Charity;
 - (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Management Committee in accordance with the procedure in sub-clause 10.4; and
 - (3) not more than 2 of the Management Committee are interested in any such contract in any financial year.]
- 10.4 A committee member or member of the Charity may receive goods or services supplied by the Charity on the same terms as a person who is not a committee member or a member.
- 10.4 Whenever a committee member or Connected Person has a personal interest in a matter to be discussed at a meeting of the Management Committee or a group, the committee member concerned must:
- (1) declare the nature and extent of the interest before the meeting or at the meeting before discussion begins on the matter;
 - (2) be absent from that part of the meeting unless expressly invited to remain in order to provide information;
 - (3) not be counted in the quorum for that part of the meeting;
 - (4) be absent during the vote and have no vote on the matter.

11. PROPERTY AND FUNDS

- 11.1 Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 4.12 until needed.
- 11.2 Investments and other property of the Charity may be held:
- (1) in the names of the Management Committee for the time being (or in name of the Trustee body if incorporated under the Charities Act);
 - (2) in the name of a **nominee company** acting under the control of the Management Committee or of a financial expert acting on their instructions;
 - (3) in the name of at least two and up to four holding trustees for the Charity who may be appointed (and removed) by resolution of the Management Committee;
 - (4) in the name of a **trust corporation** as a holding trustee for the Charity, which must be appointed (and may be removed) by deed executed by the Management Committee;
 - (5) in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.

11.3 Documents and physical assets may be deposited with any company registered or

having a place of business in England and Wales as **custodian**.

11.4 Any nominee company acting under clause 11.2(2), any trust corporation appointed under clause 11.2(4) and any custodian appointed under clause 11.3 may be paid reasonable fees.

12. RECORDS & ACCOUNTS

12.1 The Management Committee must comply with the requirements of the Charities Act as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

12.2 The Management Committee must keep proper records of:

- (1) all proceedings at general meetings;
- (2) all proceedings at meetings of Management Committee;
- (3) all reports of groups; and
- (4) all professional advice obtained.

12.3 Accounting records relating to the Charity must be made available for inspection by any committee member at a time convenient to all parties.

12.4 A copy of the Charity's latest available statement of account must be supplied on request to any committee member or member. A copy must also be supplied, within two **months**, to any other person who makes a written request and pays the Charity's reasonable costs.

13. NOTICES

13.1 Notices under this Constitution may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit, any journal distributed by the Charity or on the Charity's website.

13.2 The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).

13.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class post or overseas post to that address;
- (4) on the date of publication of a journal or newspaper containing the notice;
- (5) on the date on which it is posted on the Charity's website;
- (6) on being handed to the member or its authorised representative personally; or, if earlier,
- (7) as soon as the member acknowledges actual receipt.

13.4 A technical defect in the giving of notice of which the members or the Management Committee are unaware at the time does not invalidate decisions taken at a meeting.

14. AMENDMENTS

This Constitution may be amended at a general meeting by two thirds of the votes cast, but:

- 14.1 The members must be given 21 clear days' notice of the proposed amendments.
- 14.2 No amendment is valid if it would make a **fundamental change** to the Objects or to this clause or destroy the charitable status of the Charity.
- 14.3 Clause 9 may not be amended without the prior written consent of the Commission.

15. INCORPORATION

15.1 The Management Committee may apply to the Commission under the Charities Act for a certificate of incorporation relating to the Management Committee but only after consulting the members at a general meeting.

15.2 The members at a general meeting may authorise the Management Committee to transfer the assets and liabilities of the Charity to a limited company or to a Charitable Incorporated Organisation established for exclusively charitable purposes with the same as or similar to the Objects and of which the members of the Charity will be entitled to be members.

15.3 On a transfer under clause 15.2 the Management Committee must ensure that all necessary steps are taken as to:

- (1) the transfer of land and other property;
- (2) the renewal of contracts of employment and transfer of pension rights; and
- (3) the trusteeship of any property held for special purposes.

16. DISSOLUTION

16.1 If at any time members at a general meeting decide to dissolve the Charity, the Management Committee will remain in office as charity trustees and will be responsible for the orderly winding up of the Charity's affairs.

16.2 After making provision for all outstanding liabilities of the Charity, the Management Committee must apply the remaining property and funds in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or charitable purposes within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

16.3 A final report and statement of account relating to the Charity must be sent to the Commission.

17. INTERPRETATION

In this Constitution:

- 17.1 'AGM' means an annual general meeting of the Charity;
- 'area of benefit' means Forest Hall in North Tyneside and the surrounding area;
- 'the Chair' means the chair of the Charity as elected by the Management Committee;
- 'the Charity' means the charity comprised in this Constitution;
- 'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act;
- 'the Charities Act' means the Charities Acts 1993 and 2006;
- 'clear day' means 24 hours from midnight following the relevant event;
- 'the Commission' means the Charity Commission for England and Wales;

‘connected person’ means any spouse, civil partner, cohabitee, parent, child, brother, sister, grandparent or grandchild of a Trustee, any **firm** of which a Trustee is a member or employee or a company of which a Trustee is a director, employee or shareholder being beneficially entitled to more than 1 per cent of the share capital;

‘co-opted person’ means any committee member who is appointed by the Management Committee in accordance with clause 9.3;

‘custodian’ has the meaning prescribed by section 17(2) of the Trustee Act 2000;

‘EGM’ means a general meeting of the members of the Charity which is not an AGM;

‘elected committee members’ means those members who are elected at the AGM;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘fundamental change’ means such a change as would not have been within the reasonable contemplation of a person making a donation to the Charity;

‘holding trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

‘indemnity insurance’ means insurance against personal liability incurred by any committee member for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘independent examiner’ has the meaning prescribed by section 43(3)(a) of the Charities Act;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to membership of the Charity;

‘months’ means calendar months;

‘the Objects’ means the charitable objects of the Charity set out in clause 2;

‘taxable trading’ means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;

‘trust corporation’ has the meaning prescribed by section 205(1)(cxxviii) of the Law of Property Act 1925 (but does not include the Public Trustee);

‘committee member’ means a member of the governing body of the Charity (the Management Committee);

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message;

‘year’ means calendar year.

- 17.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

ADOPTED AT A MEETING HELD AT _____ [place] ON _____ [date]

SIGNED

Name

Signature

[name and signature of chair of meeting]

WITNESSED

Name

Address

.....

.....

Occupation

Signature

[name, address, occupation and signature of witness]